CONFIDENTIAL
Approved For Release 2002/08/17 : CIA-RDP78B04747A002600030018-2

NEGOTIATED CONTRACT

CONTRACT/TASK ORDER NO. ILLEGIB 25X1

ISSUING OFFICE

NAME

ADDRESS 25X1
Fort Davis Station
Washington, D.C. 20020 25X1

CONTRACTOR

NAME

ADDRESS 25X1

CONTRACT FOR
Design and fabrication of One (1) Set of Variable Ratio Anamorphic Eyepieces

AMOUNT

MAIL INVOICES TO 25X1
Issuing Office

APPROPRIATION AND OTHER ADMINISTRATIVE DATA

30 JUN 1964

This negotiated contract is entered into pursuant to Statutory Authority and any required determination and findings have been made.

THIS CONTRACT is entered into as of 25 June, 19 64, by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract and

(i) a corporation organized and existing under the laws of the State of 25X1

(ii) a partnership consisting of 25X1

(iii) an individual trading as

hereinafter called the Contractor. The parties hereto agree that the Contractor shall furnish and deliver all the supplies and perform all the services set forth in the attached Schedule, for the consideration stated therein.

Declass Review by
NIMA/DOD

NOTICE

This material contains information affecting the National Defense of the United States within the meaning of the Espionage Laws, Title 18, U.S.C. Secs. 793 and 794, the transmission or revelation of which in any manner to an unauthorized person is prohibited by law.

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(SCHEDULE)

SCOPE OF WORK:

The Contractor shall design and fabricate one prototype set of Variable Ratio Anamorphic Eyepieces in accordance with the Contractor's Technical Proposal "A Variable Anamorphic Eyepiece for use with the [redacted] Zoom 70 Microstereoscope", dated April 8, 1964, together with the Contractor's letters, dated April 14, 1964; April 24, 1964; May 21, 1964 and Drawing 36378, Variable Anamorphic Adapter; said proposal, letters and drawing being incorporated herein by reference and made a part of this Contract.

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DELIVERABLE ITEMS:

1. One (1) Prototype Set of Variable Ratio Anamorphic Eyepieces.

2. Manufacturing Specifications and Drawings.

DELIVERY:

In the event any item under this Contract is personally delivered to the Technical Representative of the Contracting Officer, a signed receipt in duplicate must be obtained from said representative and one copy attached to any invoice submitted for reimbursement for such item(s). Failure to do so will result in suspension of payment, since the Disbursing Officer is prohibited from making payment without evidence of delivery to other than the designated consignee.

CONSIGNEE ADDRESS:

[redacted]

25X1

NON-PUBLICITY:

It is a specific condition of this agreement that the Contractor shall not use or allow to be used any aspect of this agreement for publicity or advertisement purposes. The Contractor may request a waiver of the foregoing but shall not deviate therefrom unless so authorized in writing by the Contracting Officer.

PERIOD OF PERFORMANCE:

The period of performance under this Contract shall be 25 June 1964 to ~~31 October~~ 15 Nov 1964. All items shall be delivered no later than 31 October 1964.

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(SCHEDULE)

CONTRACT FEE:

The target fee for the performance of this Contract shall be increased or decreased as follows:

Contract Target Fee [redacted] 25X1
Contract Minimum Fee
Contract Maximum Fee

80* - 20 Share line on all costs under or over target cost.

25X1 Plus [redacted] up to a maximum of thirty (30) days for delivery prior to delivery date.

25X1 Minus [redacted] up to a maximum of thirty (30) days for delivery subsequent to delivery date.

*Government Share

Total fee shall be determined in accordance with the attached "ALLOWABLE COST, INCENTIVE FEE, AND PAYMENT" clause which is incorporated herein and made a part of this Contract.

INSPECTION AND ACCEPTANCE:

Final inspection and acceptance will be at destination and will be completed within one (1) week by the Government, provided that, accepted test procedures developed by the Contractor are submitted to the Technical Representative of the Contracting Officer for evaluation and approval by the Contracting Officer in sufficient time to permit such final inspection and acceptance.

GOVERNMENT-FURNISHED PROPERTY:

The following equipment will be provided to the Contractor by the Government in connection with the design and fabrication of the said prototype set of Variable Ratio Anamorphic Eyepieces:

25X1 One (1) [redacted] Zoom 70 Microstereoscope with 10x and 20x eyepieces.

25X1

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(SCHEDULE)

25X1

SECURITY

25X1

REPORTS

A Final Report, manuals, drawings and similar data as may be required under this Contract, shall be submitted at such time and in such format as may be specified by the Technical Representative of the Contracting Officer or as may be otherwise set forth in the Scope of Work Article of this Schedule. In addition, Technical Progress Reports should be prepared in the manner normally practiced by you and submitted directly to the Contracting Officer's Project Engineer in accordance with the engineer's instructions. A copy of the Progress Report should be mailed directly to the Contracting Officer unless you are advised otherwise.

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(SCHEDULE)

25X1

SHIPPING INSTRUCTIONS:

Any items to be delivered under this Contract shall be delivered FOB Destination to whatever location within the continental limits of the United States as may be later stipulated by the Contracting Officer.

All deliverable items, if any, shall be packaged and crated if applicable, in accordance with the Contractor's best domestic commercial practice or as further amplified by auxiliary specific instructions of the Contracting Officer.

25X1

INSPECTION:

Inspection during the course of the Contract as well as the final inspection and acceptance of deliverable products, if any, hereunder shall be made by the technical representative of the Contracting Officer. Final acceptance of items deliverable hereunder, if any, shall be made after proper inspection at the FOB point designated in accordance with the stipulations of "Shipping Instructions" above.

25X1

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(SIGNATURES)

The rights and obligations of the parties to this contract shall be subject to and governed by the Schedule and the General Provisions. To the extent of any inconsistency between the Schedule or the General Provisions, and any specifications or other provisions which are made a part of this contract by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

CONTRACTOR REPRESENTS *(Check appropriate boxes)*

(1) (a) That it ☐ is, ☐ is not, a small business concern. For this purpose, a small business concern is a concern that (i) is not dominant in its field of operation and, with its affiliates, employs fewer than 500 employees, or (ii) is certified as a small business concern by the Small Business Administration. (See Code of Fed. Reg., Title 13, Ch. II, Part 103, 21 Fed. Reg. 9709, which contains the detailed definitions and related procedures,) (b) that it ☐ has, ☐ has not, previously been denied a Small Business Certificate by the Small Business Administration, and (c) if Contractor is a regular dealer, it also represents that all supplies to be furnished thereunder ☐ will, ☐ will not, be manufactured or produced in the United States or its Territories or possessions by a small business manufacturer or producer.

(2) (a) That it ☐ has, ☐ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the Contractor) to solicit or secure this contract; and (b) that it ☐ has, ☐ has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating thereto as requested by the Contracting Officer. (Note: For interpretation of the representation, including the term "bona fide employee," see General Services Administration Reg., Title 44, Secs. 150.7 and 150.5(d), Fed. Reg., Dec. 31, 1952, Vol. 17, No. 253.)

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written:

THE UNITED STATES OF AMERICA

25X1

By _____

WITNESSES

_____

(CONTRACTOR)

_____ By _____

NOTE.—In case of corporation, witnesses not required but certificate below must be completed. Type or print names under all signatures.

_____

(TITLE)

_____

(ADDRESS)

CERTIFICATE

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____, who signed this contract on behalf of the Contractor, was then _____ of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

SIGNATURE *(Corporate Seal)*

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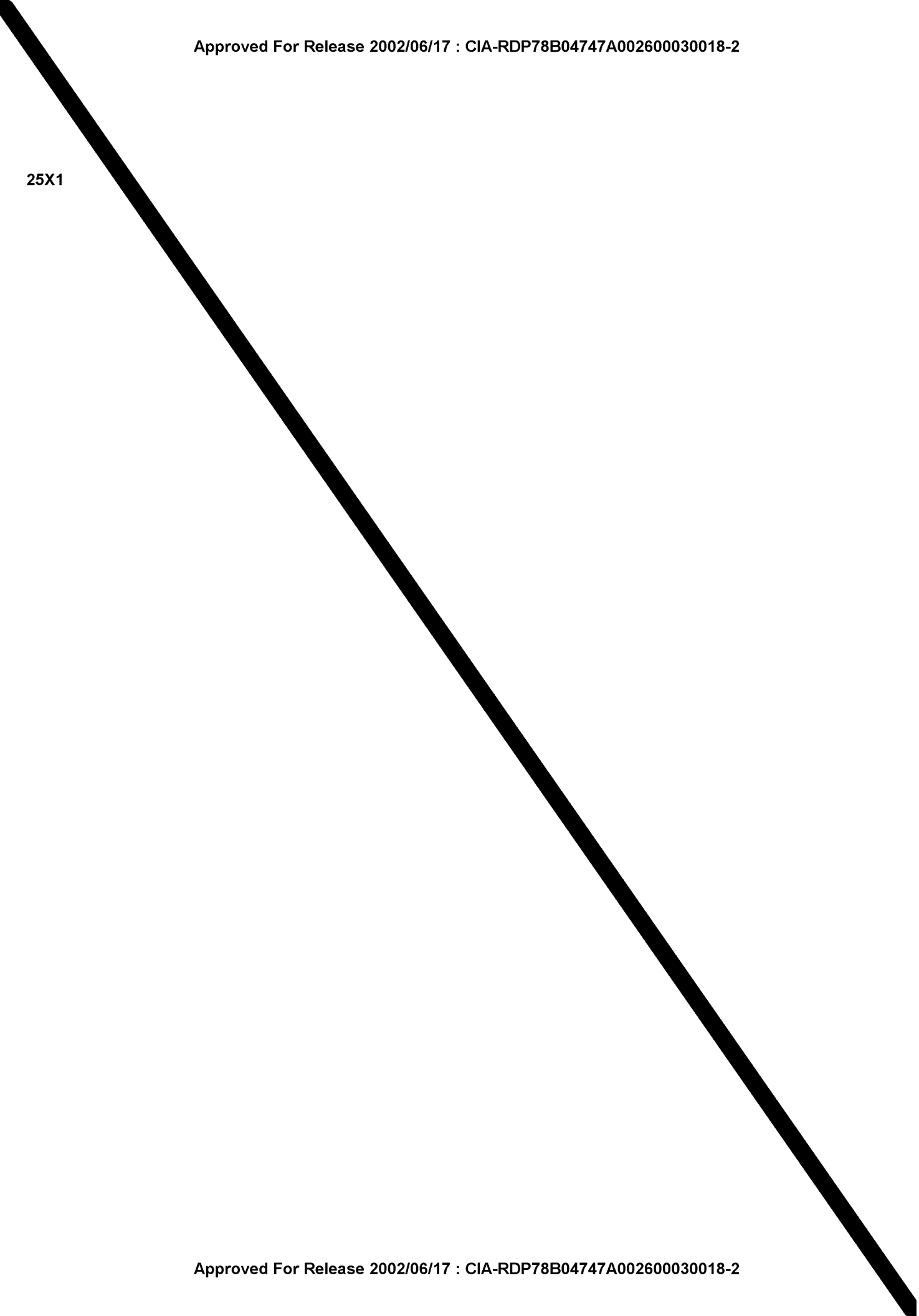

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